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NEW DELHI, FRIDAY, DECEMBER 10, 1971/AGRAHAYANA 19, 1893

इस भाग में भिन्न-भिन्न संख्या की जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।

Separate paging is given to this Part in order that it may be filed as a separate compilation.

MINISTRY OF FINANCE

(Department of Revenue and Insurance)

NOTIFICATIONS

INSURANCE

New Delhi, the 10th December 1971

EMERGENCY RISKS (GOODS) INSURANCE SCHEME

S.O. 5483.—In exercise of the powers conferred by sub-section (1) of section 5 of the Emergency Risks (Goods) Insurance Act, 1971 (No. 50 of 1971), the Central Government hereby puts into operation the following scheme.—

1. **Short title, extent and commencement.**—(1) This scheme may be called the Emergency Risks (Goods) Insurance Scheme.

(2) It extends to the whole of India.

(3) It shall come into force on the 10th day of December, 1971.

2. **Definitions.**—In this scheme, unless the context otherwise requires—

(i) "the Act" means the Emergency Risks (Goods) Insurance Act, 1971 (No. 50 of 1971);

(ii) "Government agent" means any person employed under section 6 to act as the agent of the Central Government for any of the purposes of the Act;

(iii) "paragraph" means a paragraph of this scheme;

(iv) "section" means a section of the Act;

(v) words and expressions not defined herein have the meanings assigned to them in the Act.

3. Scope and extent of the scheme.—The Central Government hereby undertakes in relation to persons carrying on business in India as sellers or suppliers of goods, the liability of insurance of such persons against emergency risks, to the extent provided by the Act, in respect of goods insurable under the Act, which are from time to time owned or deemed to be owned by such persons in the course of such business.

(2) The Central Government also hereby undertakes,—

- (a) in relation to any person carrying on business in India as a seller or supplier of goods, the liability of insuring that person against emergency risks to the extent provided by the Act, in respect of goods insurable under the Act which are not owned by him or deemed to be owned by him but in which he has an interest arising in the course of that business;
- (b) in relation to a person carrying on any business in India, the liability of insuring that person against emergency risks to the extent provided by the Act;
- (i) in respect of any goods situated in India which are in his possession, otherwise than under a hire purchase agreement, for the purposes of that business, or
- (ii) in respect of any goods situated in India which are subject to a mortgage, pledge or charge in his favour held by him in the course of that business, being in either case goods which are not owned by him but which are insurable under the Act, in relation to the person by whom they are owned;
- (c) in relation to a person carrying on any business in India, the liability of insuring that person against emergency risks to the extent provided by the Act, in respect of any goods situated in India, which, having been sold in India, for export from India, are in his possession for the purpose of such export and are goods which were prior to such sale insurable under the Act in relation to the person by whom they were then owned; and
- (d) in relation to any person carrying on any business in India as a seller or supplier of goods, the liability of insuring that person against emergency risks to the extent provided by the Act, in respect of goods imported into India through any port in India, while such goods are situated at such port or are in transit to a place in India.

4. Compulsory insurance.—(1) Every person carrying on business in India as a seller or supplier of goods which have not been exempted under sub-section (2) of section 3 shall take out a policy of insurance against emergency risks, to the extent provided by the Act in respect of goods insurable under the Act which are from time to time owned or deemed to be owned by such person in the course of such business:

Provided that the taking out of such an insurance policy shall not be necessary if the insurable value of the said goods in any one and the same Presidency town or district is equivalent to or less than the sum of fifty thousand rupees:

Provided further that nothing in this scheme shall be deemed to require any person who is compulsorily liable to insure any goods in any Presidency town or district under this scheme (on the ground that their value in that Presidency town or district exceeds fifty thousand rupees) to insure any other goods situated in any other Presidency town or district compulsorily under this scheme, unless the value of the goods situated in the latter Presidency town or district, as the case may be, exceeds fifty thousand rupees.

(2) Where, as a result of the turn over of, or any change in, the stock of goods owned or deemed to be owned by a person who has taken out a policy of insurance against emergency risks in respect of such stock of goods, there is a net increase, after the issue of the policy of insurance, in the insurable value of such stock of goods, such person shall take out a further policy of insurance against emergency risks to the extent provided by the Act, in respect of such net increase in the insurable value of such stock of goods:

Provided that a person who owns or is deemed to own insurable goods, the stock of which is likely to fluctuate, may, instead of taking out a policy of insurance for the actual value of the insurable goods existing at the time when the policy of insurance is taken out, take out a policy of insurance under this scheme for the maximum amount beyond which the insurable value of the stock of insurable goods is not likely to fluctuate.

5. Voluntary insurance.—(1) Any person who carries on business as a seller or supplier of goods insurable under the Act and which are owned by him in the course of such business may, at his option, take out a policy of insurance in respect of such goods against emergency risks, notwithstanding the fact that the value of such goods in one and the same Presidency town or district does not exceed fifty thousand rupees.

(2) Any person referred to in clauses (a) to (d) of sub-section (2) of section 5 may at his option take out a policy of insurance in respect of the goods referred to in any of the said clauses.

(3) Where any voluntary insurance of goods is made under this paragraph, liability of the Central Government as insurer shall not extend to more than eighty per cent of the insurable value of the goods insured.

6. Goods in transit.—For the purposes of this scheme, goods in transit shall be deemed, throughout the period commencing on the date on which they are consigned to any carrier and ending on the date on which they are delivered to the consignee, to be situated in the Presidency town or district in which the place of consignment is located.

7. A single policy for all goods in a Presidency town or district.—Every person insuring goods against emergency risks under this scheme shall apply for insurance under a single policy covering all insurable goods which may at the time of the application be owned by him within one and the same Presidency town or district and which are not at the time of such application covered by any other policy insuring them against emergency risks under this scheme, but any such person insuring any goods in more than one Presidency town or district may apply for a single policy of insurance covering all his goods in all the Presidency towns or districts, if he indicates in that application the insurable value of the goods situated in each Presidency town or district separately.

8. Method of Application.—(1) Every application for insurance under this scheme shall be in accordance with the form set out in the First Schedule and shall be made to the Government agent or to such officer of the Government agent as may be authorised by that agent in this behalf.

(2) Every such application shall be accompanied by a treasury chalan evidencing payment of the requisite premium into a Government Treasury under the head L.II—Miscellaneous—Emergency Risks (Goods) Insurance Scheme, 1971—Insurance Premiums.

9. Insurable value.—The insurable value of goods for the purposes of this scheme shall be arrived at on the basis of the prices prevailing at the time that the policy of insurance covering the goods takes effect or is intended to take effect and shall, whenever any such policy is replaced or renewed, be arrived at on the basis of the prices prevailing at the time that the policy is so replaced or renewed.

10. Rate of Premium.—(1) The premium payable under any policy of insurance issued in respect of the quarter ending on the 31st December, 1971 shall be payable at the rate of nine paise for every hundred rupees or any part thereof, of the sum insured.

(2) The amount of any premium payable under sub-paragraph (1) shall be rounded off to the nearest rupee and shall be payable in one lump sum in respect of the entire quarter for which the policy is or is continued in force, provided that if any goods become insurable or are insured under this scheme after the commencement of a quarter, the premium shall be payable in one lump sum, which shall be equivalent to the amount payable in respect of goods insurable during the entire quarter reduced by an amount which bears to the first mentioned amount the same proportion as the number of completed months in that quarter before the goods become insurable or are insured bears to three, the actual amount due in accordance with this provision being rounded off to the nearest rupee.

11. Issue of policy and verification of previous policies.—(1) If an application has been correctly made out in the prescribed form, accompanied by a treasury chalan evidencing payment of the premium into a treasury under the head of account specified in sub-paragraph (2) of paragraph 8 of the Government agent shall issue a policy of insurance as soon as possible after the receipt of such an application.

(2) If no chalan accompanies an application, or if the chalan is not in order, the application shall be returned to the applicant for re-submission alongwith the required chalan.

(3) If the chalan accompanying an application is in order, but the application for insurance is not in accordance with the form set out in the First Schedule, the chalan may be retained by the Government agent and the application returned to the applicant for re-submission after being correctly made out.

(4) If the chalan accompanying an application form is for an amount which falls short of the premium due on the insurable value of the goods, a policy for such proportion of the insurable value as the amount paid under the chalan bears to the premium due shall be issued, and the applicant shall be asked to make a further application in respect of the balance of the insurable value of property which may remain uncovered.

(5) Notwithstanding anything contained in the foregoing provisions of this paragraph, if any applicant has taken out an insurance in respect of the same goods or any part thereof against fire, marine, accident of export credit insurance risks with any insurer other than the Government agent himself, the Government agent may, in his discretion, postpone the issue of the policy until enquiries have been made from that insurer.

12. Form and duration of policy.—Every policy of insurance issued under the scheme shall be in the Form set out in the Second Schedule and shall be in respect of the period ending on the last day of the quarter for which the policy is issued.

13. Date of effect of policies.—(1) Where the policy of insurance is in relation to goods in respect of which the person who is the owner or is deemed to be the owner thereof is compelled to take out policy of insurance in accordance with the provisions of paragraph 4, the policy shall be issued so as to take effect from the date on which he becomes so liable, or the date on which premium is paid whichever is later.

(2) Where the policy of insurance is in relation to goods which are not compulsorily insurable, but may be insured under paragraph 5, the policy shall be issued so as to take effect from the date of commencement of the policy as stated in the application or from the date of payment of the premium whichever is later.

(3) For the purposes of sub-paragraph (1) any person who is the owner or is deemed to be the owner of goods which are insurable under this scheme shall be required to indicate in his application the date on which he becomes or has become so liable.

14. Failure to pay premium and evasion.—(1) Where any person has failed to pay the premium due from him, or to insure as, or to the full amount, required by the Act and has thereby evaded the payment of any money which he would have had to pay but for such failure, the amount evaded shall be determined in accordance with the Third Schedule.

(2) Every person against whom a determination has been made in pursuance of sub-paragraph (1) may, within the period laid down in the Third Schedule, appeal to the Central Government, whose decision shall be final.

(3) Where any penalty is recovered from any person under sub-section (1) of section 8 during any quarter in respect of a part or the whole of that quarter, such person shall pay, in addition to the penalty, the premium for the unexpired portion of that quarter and on payment of such premium and on receipt of a completed application from such person, a policy shall be issued to him for the unexpired portion of that quarter:

Provided that the policy shall take effect from the date on which the premium is paid.

15. Record of policies to be maintained at places where goods are situated.—At every place where goods which are insurable or are insured under this scheme are stored or held, a register shall be maintained indicating the number and date of the policy issued under this scheme covering the said goods, the place at which and the office of the Government agent at which the policy was issued, the insurable value of the goods as shown in the application on the basis of which the policy was issued or as otherwise on record with the office of the Government agent, and the period of currency of the insurance policy; and the said register shall be available for inspection by any officer authorised to obtain information or to take any other action under section 8.

16. Loss of Policy.—In the event of the loss of a policy, a duplicate policy shall not be issued, but it is satisfactorily proved that a policy has been issued, the absence of that policy shall not be a bar to any claim thereunder.

17. Overlapping policies, cancellation and refund.—Notwithstanding anything contained in this scheme, where a policy has been taken out in respect of any goods insurable under this scheme and the said goods are subsequently exempted under sub-section (2) of section 3, or destroyed otherwise then by any action or measure comprised in the expression "emergency risks"; the policy shall be cancelled with effect from the date on which the exemption takes effect or, as the case may be, the goods are destroyed as aforesaid, and thereupon—

- (a) no further premium shall be payable under the policy; and
- (b) out of the amount of the premium collected immediately before the cancellation of the policy in respect of the quarter in which the policy is cancelled, a refund shall be made in the proportion which the number of complete months for which the policy is cancelled bears to three.

18. Share of risk to be borne by the insured person.—(1) The insured person shall bear in respect of each claim twenty per cent of the loss or damage.

(2) If at the time of the happening of any loss or damage, the total value of the insurable goods shall exceed the sum insured under the policy, the insured person shall be considered as being his own insurer for the excess as well as for twenty per cent. of the sum insured, for the purpose of his bearing a rateable proportion of the loss.

19. Statement of Claims, verification and payment.—(1) All claims shall be submitted in writing in the form given in the Fourth Schedule to the Government agent within the time specified in condition 7 of the conditions set forth in the Second Schedule.

(2) The loss as a result of emergency risks in the value of property insured under this scheme shall be computed on the basis of the replacement cost at the prices prevailing at the time that the policy of insurance takes or has taken effect after making due allowance for depreciation up to the time of the occurrence of the loss or damage, or on the basis of the replacement cost at the prices prevailing at the time at which the loss occurs or has occurred, whichever may be less.

(3) On receipt of the claim, the Government agent shall have the claim verified, and the loss or damage, if any, assessed by a person who is for the time being a loss assessor recognised by the Central Government in this behalf, or if the Central Government so directs, by such person or persons as may be specially deputed by it for this purpose.

(4) As soon as the loss assessor or the person deputed for the purpose has verified the claim and assessed the loss or damage, if any, he shall make a report thereon to the Government Agent, who shall after such further verification as he thinks fit to make, forward the report, with his remarks and recommendations to the Government of India in the Ministry of Finance (Department of Revenue & Insurance).

(5) If the claim is proved to the satisfaction of the Central Government, a payment order in favour of the claimant will be issued by the Central Government as soon as possible through the Government agent in full settlement of the claim.

(6) No interest shall be due in respect of any payment under this scheme which remains unpaid for any reason.

(7) On receipt of the payment, the claimant shall furnish to the Government agent a receipt in the form set out in the Fifth Schedule.

20. **Policies or benefits not assignable or transferable.**—A policy issued under this scheme or a claim under any such policy shall not be assignable or transferable to any other person and no notice of any trust in respect of any such policy or claim shall be receivable by the Government agent or by the Central Government.

21. **Provision for safeguarding of property insurable under the scheme.**—(1) A policy issued under this scheme may provide for safeguarding any property insurable under this scheme against loss or damage as a result of emergency risks or for minimising any such loss or damage.

(2) Any condition imposed by the policy may require the person who is the owner or who is deemed to be the owner of the goods, to take such reasonable precautions in regard to the storage of the goods or the packing or transport thereof while they are in transit as may be necessary in order to eliminate or reduce the risk of loss or damage.

22. **Publication of accounts.**—An account of all sums received into and paid out of the Emergency Risks (Goods) Insurance Fund shall be prepared in the form set forth in the Sixth Schedule and shall be published annually.

23. **Interpretation.**—If any doubt arises in regard to the interpretation of any provisions of this scheme, the matter shall be referred to the Central Government whose decision thereon shall be final.

FIRST SCHEDULE

(See Paragraph 8)

Form of Application

GOVERNMENT OF INDIA

EMERGENCY RISKS (GOODS) INSURANCE ACT, 1971 (No. 50 of 1971)

Application for insurance of goods insurable under the Act. No.

1. Applicant's name
2. Address.
3. Business.
4. Goods to be insured.
5. Situation of goods, stating separately the insurable value of goods:—
 - (i) situated in each Presidency town or district,
 - (ii) in transit from each Presidency town or district.
6. Estimated full value (which is the sum for which insurance must be effected) Rs.
7. (a) Date on which the goods became compulsorily insurable under the Act.
(b) Where insurance is optional, the date insurance is to commence.
8. Are the goods insured against fire, marine, accident or export credit insurance risks?

If so, state (a) Name of insurer.

(b) Policy No.

(c) Sum insured Rs.

9. Has any other person any insurable interest in the goods to be insured?
If so, give particulars.

NOTE.—A policy once issued cannot be assigned or transferred nor is any part of the premium returnable except as provided in section 13 of the Act.

10. If you do not own the goods within the meaning of section 4, the following should be answered:—

(i) Name and address of the owner.

(ii) What is the nature of your interest in the goods to be insured?

(iii) If you are in possession of the goods, in the course, and for the purpose, of your business, state the purpose for which the goods are in your possession.

(iv) Are you aware whether the owner has also effected or applied for insurance on the goods to be insured?

11. If you have already taken out one or more policies under the scheme for this quarter, please fill up this portion of the application, otherwise cross it out.

The following are the particulars of policies already issued to me/us for the same quarter:

N. /Nos.	Issued by (local office)	Date	Sum Insured
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I/We warrant that the above statements and particulars are true and I/we request you to effect Emergency Risks (Goods) Insurance on my/our behalf with the Government of India in terms of the standard policy which I/We agree to accept.

I/We hereby agree that this application shall be the basis of the contract between the President and myself/ourselves.

I/We enclose chalan dated.....for Rs.....paid into the

*Treasury

*Reserve Bank of India.

*State Bank of India.

at.....

Signature of Applicant.

Date.

(*Strike out whichever is inapplicable)

ACKNOWLEDGEMENT

Received from.....

application number.....dated

along with Chalan dated.....

for Rs.....paid into the *Treasury.

*Reserve Bank of India.

*State Bank of India.

at.....

Date.....

Signature of
authorised representative,
of Government agent.

(*Strike out whichever is in applicable.).

SECOND SCHEDULE

Part A—Form of Policy

(See Paragraph 12)

GOVERNMENT OF INDIA

EMERGENCY RISKS (GOODS) INSURANCE ACT, 1971 (No. 50 of 1971)

Serial No. _____

Policy No. _____

Supplementary to Policy No. _____

Policy of Insurance in respect of goods insurable under the Act.

This Policy and the Specification hereto (which forms an integral part of this Policy shall be read together as one contract, and the words and expressions to which specific meanings have been attached in the Specification shall bear those meanings wherever they may appear.

The Specification

The President of India

The President.....

The Government agent.....

The Insured.....

Address.....

The Insured's business.....

Sum for which insured Rs.....

Period of insurance: From the.....

.....day of.....19....

to theday.....

of.....19....

The Premium: Rs.....

paid into the Treasury

Reserve Bank of India

State Bank of India.

at..... on the

day of.....19....

Whereas the Insured has made and forwarded to the Government Agent a signed application for insurance which application he has agreed shall be the basis of this Policy and has paid the amount of premium named above.

Now this Policy witnesseth that in consideration of the Insured paying to the President the said premium the President agrees (subject to the provisions of the Emergency Risks (Goods) Insurance Act, 1971 herein after referred to as "the Act" and the provisions of Emergency Risks (Goods) Insurance Scheme and the conditions contained herein, which condition shall, so far as the nature of them respectively will permit, be deemed to be conditions precedent to the right of the Insured to recover hereunder) that if during the period of insurance stated above the goods insured or any part of such goods shall suffer any loss or damage, being loss or damage caused by any act comprised in the expression "emergency risks" as defined for the time being in the Act, the President will where the loss or damage is suffered whilst the goods affected are situated in India, or are in transit from one place in India to another place in India, indemnify the Insured against diminution in value caused by that loss or damage to the extent provided by or under the Act.

In witness whereof I, being duly authorised in that behalf, have hereunto set my hand for and on behalf of the President,

Dated:

the.....19

It is hereby agreed and declared that.....shall, to the extent of their interest in the goods insured, be entitled jointly with the Insured to the rights hereby granted to the Insured, but not so as to grant to them any further or greater rights than those of the Insured under this Policy.

Signed for and on behalf of the President this..... day of.....19

NOTE.—This policy cannot be assigned or transferred and no premium is returnable except as provided under section 13 of the Act or under paragraph 17 of the Emergency Risks (Goods) Insurance Scheme.

Conditions

The President shall be under no liability under any policy of insurance to which these conditions apply (hereinafter referred to as "the policy") if and in so far as the Insured is not entitled to be insured for the sum thereby insured in respect of the goods insured under the Act.

2. The liability of the President under the policy shall not exceed in the aggregate eighty per cent of the sum thereby insured, and after the happening of any loss or damage, the sum insured by the policy shall be deemed to be reduced by the amount of that loss or damage, and thereupon the liability of the President shall be limited to eighty per cent of such reduced sum.

3. The Insured shall bear, in respect of each claim, twenty per cent of the loss or damage.

4. If at the time of the happening of any loss or damage the total value of the goods insured shall exceed the sum insured under the policy, the Insured shall be considered as being his own insurer for the excess as well as for twenty per cent of the sum insured, for the purpose of his bearing a rateable proportion of the loss.

5. If at the time of the happening of any loss or damage there be any other insurance affected by or on behalf of the Insured covering any of the goods suffering that loss or damage against emergency risks, the liability of the President under the policy shall be limited to eighty per cent of its rateable proportion of such loss or damage.

6. The Insured shall at the request and expense of the President do and concur in doing and permit to be done all such acts and things as may be reasonably required by the President for the purpose of enforcing any rights and remedies to which the President is or would become entitled or subrogated upon paying for or making good any damage, whether such acts and things shall be required before or after that indemnification by the President.

7. On the happening of any loss or damage, the Insured shall forthwith give notice thereof in writing to the Government agent, and shall within ten days after such loss or damage, or such further time as the Government agent may in writing allow, at his own expense deliver to the Government agent a claim in writing containing as particular an account as may be reasonably practicable of the several articles or portions of goods suffering that loss or damage and of the amount of such loss or damage, having regard to their value at the time of the loss or damage, together with details of the interest of any person other than the Insured in the goods insured and details of any other insurances on the goods insured. The Insured shall also give to the Government agent all such proofs and information with respect to the claim as may reasonably be required, together with (if demanded) a declaration verified by an affidavit, of the truth of the claim and of any matters connected therewith. No claim under the policy shall be payable, unless the terms of this condition have been complied with.

8. If the claim be in any respect fraudulent, or if any fraudulent means or devices be used by the Insured or anyone acting on his behalf to obtain any benefit under this policy, or if any loss or damage be occasioned by the wilful act or with the connivance of the Insured, all benefits under the policy shall be forfeited:

Provided that the benefits under the policy shall not be forfeited even though the loss or damage is occasioned by the wilful act and with the connivance of the Insured, where the wilful act is done under orders of proper authority or where

the Insured permits certain measures to be taken under orders of proper authority, and if any question arises as to whether any act of the kind mentioned above has been taken under proper authority, the Central Government shall decide the matter and such decision shall be final and fully binding on the Insured.

9. On the happening of any loss or damage, in respect of which a claim is or may be made under the policy, the Government agent and every person authorised by the Government agent may, without thereby incurring any liability and without diminishing the right of the President to rely upon any conditions of the policy, enter, take or keep possession of the building or premises where the loss or damage has happened, and may take possession or require to be delivered to them any of the goods insured, and may keep possession of and deal with such goods for all reasonable purposes and in any reasonable manner. This condition shall be evidence of the leave and licence of the insured to the President so to do. If the Insured or any one acting on his behalf shall not comply with the requirements of the President, or shall hinder or obstruct the President or any person acting on his behalf in doing any of the above mentioned acts, then all benefits under this policy shall be forfeited. The Insured shall not in any case be entitled to abandon any property to the President whether taken possession of by the President or not.

10. No refund of premium shall be allowed in respect of the policy, except as provided by or under the Emergency Risks (Goods) Insurance Act, 1971.

11. The policy shall not be assignable or transferable.

12. The Insured shall at all times take due precautions for the safety of the goods insured having regard to the nature thereof, and in particular, if at any time any goods insured sustain damage due to emergency risks, the Insured shall take all reasonable steps to preserve the goods insured from damage or further damage, as the case may be.

13. If in his application for the insurance effected by the policy, the Insured shall have intentionally made a material misstatement as to the value of the goods insured, all benefits under the policy shall be forfeited.

14. If the Insured shall fail to comply with any instruction made or issued under the authority of the Central Government for safeguarding the goods against loss or damage from emergency risks, all benefits under the policy shall be forfeited.

15. The following condition may be included in the policy at the request of the insured:—

"It is hereby agreed and declared that.....shall, to the extent of their interest in the goods insured, be entitled jointly with the Insured to the rights hereby granted to the Insured, but not so as to grant to them any further or greater rights than those of the Insured under this Policy".

16. On an application being made in this behalf by the insured, the policy may be renewed by a renewal endorsement made in the form specified in Part B of the Second Schedule to the Scheme, and on such renewal, the policy shall be valid for the period for which it has been renewed and shall be subject to the same terms and conditions as are specified herein.

Part B--Endorsement No.

Endorsement to Policy No.....

Sum Insured Rs.....

Name of Insured.....

In consideration of the Insured having paid a premium of Rs.....into the Treasury

Reserve Bank of India

State Bank of India

at.....on the.....day of.....19 ..

the within policy is hereby renewed for a further quarter/period commencing on...and ending on.....on the same terms and conditions as embodied therein,

THIRD SCHEDULE

(See Paragraph 14)

Where any officer authorised in this behalf by the Central Government has reason to believe that any person who is the owner or is deemed to be the owner of any goods insurable under the Act situated within the area over which he is authorised to act has failed to insure as, or to the full amount, required by the Act or the scheme or having applied for a policy of insurance under the Act or the scheme has failed to pay any premium payable under the Act and has thereby evaded payment by way of premium of any money which he would have to pay but for such failure, the officer may serve on such person a notice requiring him (i) to show cause on a date and at the time and place specified in this behalf why he failed to insure the goods as or to the full amount, required by the Act and further (ii) to produce before the officer on such date any document or other evidence in support of his case.

2. Upon cause being shown and after giving the defaulter an opportunity of being heard in support of the cause, the officer shall assess the insurable value of the goods and shall, determine on the basis of such assessment the amount of premium, if any, payment of which has been evaded by the defaulter. In doing so, the officer shall take into consideration such information as he may have received in accordance with Section 11 after giving the defaulter an opportunity to explain the same.

3. If a person who is owner or is deemed to be the owner of any goods fails to show cause against a notice issued under paragraph 1 of this Schedule, the officer shall assess the insurable value of the goods on the strength of such materials as may be available to him and shall determine on the basis of such assessment the amount of premium payment of which has been evaded by the defaulter.

4. When any sum has been determined in accordance with paragraph 2 or paragraph 3 of this Schedule the officer shall send to the defaulter a copy of his recorded assessment and determination, duly certified by him, and serve on him a notice of demand specifying (i) the amount payable by him, (ii) the date within which it shall be paid and (iii) the Treasury into which it shall be paid.

5. Any person against whom an assessment and a determination have been made in accordance with paragraph 2 or paragraph 3 of this Schedule may appeal to the Government of India in the Ministry of Finance, Department of Revenue and Insurance within thirty days of the date of receipt of the notice of demand.

6. Where an assessment and determination have been made against more persons than one in respect of the same goods every person preferring an appeal shall do so separately and in his own name.

7. An appeal under paragraphs 5 or 6 above shall contain all material statement and arguments relied on by the appellant, shall be accompanied by a copy of the notice of demand served upon the appellant, and shall be preferred through the authority against whose order the appeal is preferred.

8. The appellate authority shall consider

(a) whether the facts on which the notice of demand was based have been established, and

(b) whether the sum determined as payable is excessive, adequate or inadequate,

and after such consideration shall pass such order as it thinks proper. But no order enhancing the amount determined as payable by the appellant shall be passed without communicating to him the grounds on which such order is proposed to be passed and giving him an opportunity to show cause against the same.

FOURTH SCHEDULE

(See Paragraph 19)

GOVERNMENT OF INDIA

EMERGENCY RISKS (GOODS) INSURANCE ACT, 1971 (No. 50 of 1971)

Statement of Claims under the Act

Through.....

Government Agent,

at.....

I/We.....of (address).....do hereby solemnly declare that on or about.....O' clock A.M./P.M. Indian Standard Time on the.....

day of.....19....., goods which were insured under the policy or policies detailed in Schedule A annexed hereto, were destroyed or damaged by an act comprised in the expression "emergency risks" as defined by the Emergency Risks (Goods) Insurance Act, 1971. The actual details of the act (manner in which the damage occurred) are given below:—

I/We further solemnly declare that at the time of the said loss or damage the actual value of all goods as described in the said policy or policies amounted to Rs.....as more particularly set forth in the annexed Schedule B, and that apart from myself/ourselves no person other than.....has any interest in the said goods.

I/We therefore claim from the Government of India the sum of Rs.....as detailed in Schedule C annexed hereto and I/We solemnly declare that this Statement of Claims is a true and accurate statement of the loss sustained by me/us, without inclusion of profit of any kind.

Declared before me

Signed.....

this.....day of.....19.....

and identified by.....who is personally known to me

Court Seal.

Magistrate.

SCHEDULE A

Statement of Policies in force on the date of loss or damage

(1)	(2)	(3)	(4)
Policy Number	Date of Issue	Sum Insured	The insured goods as described in Policy

SCHEDULE B

Statement of all goods insured under the Act.

(1)	(2)	(3)
Description of goods	Sound value of goods	Location of

SCHEDULE C

Statement of loss or damage

(1)	(2)	(3)	(4)	(5)	(6)
Description of goods damaged or destroyed	Quantity	Sound value	Value of Salvage	Actual Loss	Amount to be paid by the Central Government.

ASSESSOR'S CERTIFICATE

I/We, being Assessor/s duly appointed under paragraph 19(3) of the Emergency Risks (Goods) Insurance Scheme certify that from a careful examination carried out by me/us of the scene of the loss or damage and from the production of books, documents, invoices and other evidence have satisfied myself/ourselves that the goods claimed were fully insured at the time of the loss or damage, and that the statement of claims detailed herein, (*and in our report attached) is a true and proper statement of the actual loss sustained by the Insured as the direct result of emergency risks only.

Time taken on assessment

Fee Rs.

Signature of Loss Assessor.....

Address.....

Date.....

RECOMMENDATION OF GOVERNMENT AGENT

We certify that the claim detailed in this Statement of Claims was received by us in accordance with condition 7 of the Insurance Policy, that the Statement of Insurance in force contained in Schedule A is a correct statement, that we have investigated the claimant's title and we recommend that (i) (*except as stated in the attached report) the sum of Rupees.....be paid in full and final settlement of the loss, (ii)and (iii) the sum of Rupees.....be paid to the Assessor in respect of his fee and expenses.

Signature of Government Agent

Date.....

GOVERNMENT ORDERS FOR DISPOSAL

FIFTH SCHEDULE

(See Paragraph 19)

GOVERNMENT OF INDIA

EMERGENCY RISKS (GOODS) INSURANCE ACT 1971 (No. 50 of 1971)

Receipt of Claims

Claim No.....

Received this.....day of.....19 , from the Government of India the sum of Rupees.....in full discharge of all claims upon them under the Policy/Policies No./Nos.....issued under the Emergency Risks (Goods) Insurance Act 1971, for loss or damage, arising from Emergency Risks as defined in the said Act which occurred on the.....day of.....19 , in consequence of which the amount insured by this Policy is reduced to the extent of Rs.

Signature of Claimant

(Stamp)

*Delete and initial deletion if no separate report.

SIXTH SCHEDULE

(Sec Paragraph 23)

Account of sums received into and paid out of the Emergency Risks (Goods) Insurance Fund during the year ending.....19 ..

Receipts				Expenditure			
Amount		Progress of receipts upto the end of		Amount		Progress of expenditure upto the end of	
Rs.	P.	Rs.	P.	Rs.	P.	Rs.	P.
1. Insurance Premium				1. Remuneration and expenses of Government Agent, and cost of forms.			
2. Advances from the Consolidated Fund of India under section 10(3).				2. Payments of liabilities under the Emergency Risks (Goods) Insurance. Scheme and remunerations & expenses of Loss Assessors appointed under the Scheme.			
				3. Refunds of premium under section 13 of the Act.			
				4. Repayments of advances made under section 10(3).			
				5. Other Miscellaneous expenditure (showing details if necessary).§			
3. Miscellaneous.				6. Sums disposed of in accordance with Section 10(4).			
TOTAL.....				TOTAL.....			

[No. F. 66(1)INS/1/71-II.]

S.O. 5484.—In exercise of the powers conferred by sub-section (1) of section 7 of the Emergency Risks (Goods) Insurance Act, 1971 (50 of 1971), the Central Government hereby specifies the 10th day of December, 1971 as the date for the purposes of that sub-section.

[No. F. 66(4)-INS/1/71-III.]

S.O. 5485.—In exercise of the powers conferred by sub-section (2) of section 3 of the Emergency Risks (Goods) Insurance Act, 1971 (50 of 1971), the Central Government hereby directs that the goods of the description specified in the Schedule annexed hereto shall, notwithstanding anything contained in sub-section (1) section 3, be deemed to be goods not insurable under the said Act.

Provided that nothing in the said Schedule shall, in relation to any person carrying on a business in the course of which he constructs or repairs ships or propelling machinery for ships, have effect in relation to any goods appropriated by him for the construction or repair of any particular ship or part of such ship.

SCHEDULE

1. Goods forming the subject of a hire purchase agreement or agreements, wherein the hirer is a person not carrying on the business of selling, letting or hiring goods of the description so hired and wherein provision is made for payment spread over a period of not less than six months.

2. Coal (including anthracite and cannel coal) and coke, lignite whether briquetted or not, and manufactured fuel of which coal, coke or lignite is the chief constituent.

3. Iron ore.

4. Manganese ore of all descriptions except manganese ores used in the manufacture of chemicals, electric batteries, manganese metal, glass or ceramics.

5. Chrome ore.

6. Ores, concentrates, drosses, and residues for the smelting of aluminium, antimony, copper, lead, nickel, zinc, spelter and tin.

7. Ores, concentrates, maties, drosses and residues of gold, silver, platinum, palladium, iridium, rhodium, osmium and ruthenium.

8. Non-metalliferous mining and quarry products, unmanufactured, other than mica and salt (sodium chlorides).

9. Raw and dead burnt magnesite.

10. China Clay.

11. Crude asbestos.

12. Cement including asbestos cement and cement clinker.

13. Lime.

14. Bricks and tiles of brick-earth and clay, and refractory bricks blocks and tiles.

15. Sheets, pipes and other building materials made partly of cement and partly of asbestos.

16. Slate for roofing.

17. Granite blocks.

18. The following manufactures of stone, namely,

(a) pavement kerbs and setts;

(b) channels;

(c) slabs and flags; and

(d) manufactured stone for building purposes.

19. Concrete products of all descriptions.

20. Low tension insulators suitable for pressures up to six hundred and fifty volts.

21. Heavy stoneware jars and pipes.

22. Cinder, scale and slag.

23. Recovered sewage grease and sewage sludge.

24. Scrap of the following metals and alloys thereof, namely, aluminium, antimony, copper, lead, nickel, tin, zinc and spelter.

25. Iron and steel scrap.

26. Spent oxide of iron.

27. Lead in white lead stacks and chambers.

28. Nickel, unwrought, in all forms.

29. Copper, unwrought, whether refined or not, in ingots, bars, billets, wire-bars, blocks, slabs, cakes, cathodes, anodes and rods, and copper sheet.

30. Aluminium, antimony, lead, nickel, tin, zinc and spelter unwrought, in ingots, billets pigs, blocks, cakes, bars and slabs.

31. Gold, silver, platinum, palladium, iridium, rhodium, osmium and ruthenium and alloys thereof in grains, ingots, bars, wires or powder.

32. Alloys of Aluminium, antimony, Copper, lead, nickel, tin, zinc or spelter unwrought, in ingots, billets, pigs, blocks, cakes, bars and slabs.

33. Iron and steel of the following descriptions, namely:—

- (a) pig iron;
- (b) ferro alloys other than in powder form;
- (c) ingots;
- (d) billets, blooms and slabs;
- (e) tinplate and sheet bars;
- (f) plates, medium plates, whether fabricated or not; sheets, coated and uncoated;
- (g) angles, channels, tees, joists, piling sections and other sectional material, whether fabricated or not;
- (h) rounds, rods, wire rods, squares, hexagons, flats and all other sections and shapes, other than bright;
- (i) rails, sleepers, fishplates and sole plates; tinplates, terne plates, black plates and silver finished plates;
- (j) hoops and strips, hot or cold rolled, other than bright;
- (k) tyres, axles and wheels, other than those held for the assembly of bicycles and motor vehicles or spare parts thereof;
- (l) castings, blocks for forgings, blocks for pressing forgings and stampings (except where wholly or partly machined) and pressings;
- (m) colliery arches and pit props;
- (n) pipes, coated and uncoated, and hot finished tubes;
- (o) assemblies of plates and sectional materials as component parts of structures.

34. Aluminium, brass, copper and nickel-silver and yellow metals in sheets and circles.

35. Gold, silver, platinum, palladium, iridium, rhodium, osmium and ruthenium, and alloys thereof, in sheets or tubes, and ply-metal in the form of sheets, tubes or wires of which any of the said metals or any alloy thereof is a component.

36. Natural pearls, mounted or unmounted.

37. Other precious and semi-precious stones, unmounted, cut or uncut.

38. Gem-set jewellery, that is to say, precious and semi-precious stones mounted in gold or platinum, palladium, iridium, rhodium, osmium and ruthenium.

39. All other jewellery or other articles made, except for fittings and embellishment, of gold, silver, platinum, palladium, iridium, rhodium, osmium and ruthenium and alloys thereof.

40. Jewelled watch cases.

41. Gold sovereigns and half sovereigns.

42. Unmounted diamonds, whether rough or polished, and industrial diamonds, mounted or unmounted.

43. Paintings in oil or water colours, pencil, ink and charcoal drawings, pastels on canvas, paper boards or paper, and hand-printed impressions taken from blocks, plates or like material, whether framed or unframed and sculpture, whether in the round, in relief or in intaglio.

44. Postage stamps intended for collection purposes denoting a postal service or services, being marks or devices embossed or impressed or comprised in a label.
45. Objects of art or craftsmanship being not less than one hundred years old.
46. The following compounds of radium of a concentration exceeding ten per cent, namely, bromide, carbonate, chloride and sulphate.
47. Printing machinery of the following descriptions, namely, type-setting, letter press (including rotary and flat bed), lithographic, photogravure and stereotyping.
48. Printed books being not less than fifty years old and manuscripts.
49. Slates for damp-courses and slate slabs.
50. Gas of the kind supplied by public utility undertakings, other gases sold as fuel, and water and electricity.
51. Any goods situated at a port or on any vessel in India which while so situated are covered against emergency risks by a marine insurance policy and any goods in respect of which a policy of insurance is in force whereby the owner of the goods for the time being is insured in respect thereof against emergency risks, provided that if the value of the goods for the time being exceeds that for which they are covered against emergency risks by the policy, the goods shall be insured under the Emergency Risks (Goods) Insurance Act, 1971 (50 of 1971) for such excess.
52. Khadi, and the products of any village industry as defined in clauses (d) and (h) respectively of section 2 of the Khadi and Village Industries Commission Act, 1956 (61 of 1956).
53. Books, magazines, Newspapers or any other articles or Goods produced or sold by any religious or charitable institution which has been exempted from the payment of Tax under the Income Tax Act, 1961 (43 of 1961), to any extent.

[No. 66(i)-INS. I/71-IV.]

A. RAJAGOPALAN,

Officer on special duty and *ex-officio* Addl. Secy.

